

**SECOND RESTATEMENT OF THE**  
**MARY M. SULLIVAN TRUST**  
**AGREEMENT DATED JULY 15, 1987**

**CONFIDENTIAL**

B+M

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**SECOND RESTATEMENT OF THE  
MARY M. SULLIVAN TRUST AGREEMENT  
DATED JULY 15, 1987**

I, MARY M. SULLIVAN, of Hinsdale, Illinois, on July 15, 1987, executed the MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987 (herein referred to as "Trust Agreement"), as Settlor, with myself, as Trustee. Under ARTICLE SEVENTH of such Trust Agreement, I reserved the right at any time or times during my lifetime, by an instrument in writing delivered to the Trustee, to amend or revoke the Trust Agreement in whole or in part. In exercise of such right, I completely restated the Trust Agreement for the first time on September 25, 1992. The restated Trust Agreement was designated the RESTATEMENT OF THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987 (herein referred to as the "First Restatement").

Under ARTICLE NINTH of the First Restatement, I reserved the right to revoke, amend or modify the Trust in whole or in part by instrument during my lifetime. I exercised that right by amending the First Restatement on the following occasions:

- (1) On September 18, 1997, I executed the FIRST AMENDMENT to the RESTATEMENT OF THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987; and then
- (2) On October 8, 1997, I executed the SECOND AMENDMENT to the RESTATEMENT OF THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987; and then
- (3) On January 18, 1999, I executed the THIRD AMENDMENT to the RESTATEMENT OF THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987.

I now desire to completely restate the First Restatement in its entirety.

Therefore, I hereby exercise my power to amend or revoke the First Restatement by completely restating the First Restatement in its entirety and all amendments thereto by substituting for it and its amendments this Second Restatement of the Mary M. Sullivan Trust Agreement Dated July 15, 1987. For convenience purposes, however, this Second Restatement shall continue to be known as the "RESTATEMENT OF THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987."

I, as Trustee, will continue to hold the trust estate and all additional property received by the Trustee from any person by will or otherwise, and all investments and reinvestments thereof, which are herein collectively referred to as the "trust estate", subject to the provisions of this instrument.

## ARTICLE 1

### *Introduction*

**1.1 Family.** I am a widow and currently unmarried. I have two (2) adult children now living, namely DANIEL ROBERT CARMODY (sometimes referred to herein as "DAN" or "DANIEL"), presently of Chicago, Illinois, and MARY HONORE WOOD, (sometimes referred to herein as "MARY"), presently of Fort Lauderdale, Florida.

**1.2 Name of Trust.** The name of this trust, as amended or restated at any time and from time to time, shall be the "RESTATEMENT OF in the name of THE MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987." For clarification purposes, any asset titled in the name of the MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987, shall be governed by this trust instrument.

## ARTICLE 2

### *Lifetime Trust*

**2.1 Right To Amend or Revoke.** I reserve the right from time to time to amend or revoke this instrument in whole or in part by instrument (other than my Will) signed by me, referring to this instrument, and delivered to the trustee during my life. If I revoke this instrument, the trustee shall deliver the trust estate to me or as I direct.

**2.2 Distributions During My Life.** During my life, the Lifetime Trust shall be administered for my primary benefit. As long as I am not incapacitated, the trustee shall pay to me that part of the income and principal as I shall request from time to time. If I become incapacitated, then while I am incapacitated, the trustee (a) shall pay to me as much of the income and principal as the trustee considers advisable for my health, maintenance in reasonable comfort, or best interests, and (b) may pay as much of the income and principal as the trustee considers necessary for the health, maintenance in reasonable comfort, or education of any person dependent upon me. Any income not so paid in each year and any income not so paid at my death shall be added to principal.

**2.3 Determination of Incapacity.** I shall be incapacitated if I am under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The determination of my inability shall be made in writing, signed by no less than two (2) physicians who have personally examined me, with one such physician being my personal physician, and my son, DANIEL ROBERT CARMODY, if living, and delivered to the trustee. The trustee may rely conclusively on that writing.

When in the process of determining a Grantor's or Trustee's incapacity, all individually identifiable health information and medical records may be released to the person who is nominated as Successor Trustee, including any written opinion relating to my incapacity that the person so nominated may have requested. This release authority applies to any information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 42 USC 1320(d) and 45 CFR 160-164, and applies even if that person has not yet been appointed Successor Trustee.

**2.4 Exclusion Gifts.** If, at any time after creation of this trust, specific changes are made to the Internal Revenue Code of 1986, as amended, affecting Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts so that such gifts would be included in my gross estate if I died within three years of the trustee's making of such gifts, then instead of the trustee making the gift directly to a donee, the trustee shall pay the principal directly to me. If no such change has occurred within the Internal Revenue Code of 1986, as amended, affecting Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts in the manner previously mentioned and if I become incapacitated, then while I am incapacitated, the trustee may make Annual Exclusion Gifts and Tuition and Medical Exclusion Gifts from the principal of the Lifetime Trust.

(a) Annual Exclusion Gifts. Annual Exclusion Gifts shall be made in such a manner as to qualify for the federal gift tax "annual exclusion" under Code Section 2503(b). Annual Exclusion Gifts to each person in any calendar year shall not exceed the maximum allowable amount of the annual exclusion for an unmarried donor.

(b) Tuition and Medical Exclusion Gifts. Tuition and Medical Exclusion Gifts shall be made in such a manner as to qualify for the federal gift tax exclusion under Code Section 2503(e). Tuition and Medical Exclusion Gifts mean amounts paid on behalf of a person as tuition to an educational organization for the education or training of that person or to a medical care provider for the medical care of that person.

### **ARTICLE 3** *Gifts at My Death*

On my death, the trustee shall distribute the following gifts from the trust estate.

**3.1 Specific Distribution to MARY HONORE WOOD.** Upon my death, the trustee shall distribute twenty-five thousand dollars (\$25,000.00) to my daughter, MARY HONORE WOOD, presently of Fort Lauderdale, Florida. If MARY HONORE WOOD predeceases me, this gift shall lapse and be included with the balance of the trust estate and disposed of pursuant to Article 3.4 below.

**3.2 Tangible Personal Property.** The trustee shall make gifts of tangible personal property as I direct by any written instrument signed by me. "Tangible personal property" means all personal and household effects, jewelry, automobiles, collections, and other tangible personal property that I own at my death or that is then included as part of the trust estate (including insurance thereon but excluding business use property, precious metals, and unset gems). I may from time to time amend or revoke the written instrument, and any subsequent instrument shall control to the extent it conflicts with prior ones. Any decisions made in good faith by the trustee in distributing tangible personal property shall not be subject to review, and the trustee shall be held harmless from any cost or liability as to those decisions. I shall be deemed to have left only those written instruments that the trustee is able to find after reasonable inquiry within 60 days after my death.



**3.3 Gifts of Remaining Tangible Personal Property.** I give all tangible personal property not otherwise effectively disposed of to my son, DANIEL ROBERT CARMODY, if living, or if not living, to the descendants of DANIEL ROBERT CARMODY. If neither DANIEL ROBERT CARMODY nor any of his descendants are living, all tangible property not otherwise effectively disposed of shall be distributed into three shares of equal value to my cousins, ELLEN BENISH, presently of Hinsdale, Illinois, MARY LEE, presently of Evergreen Park, Illinois, and my granddaughter, MEREDITH WOOD.

**3.4 Gift of Balance of the Trust Estate.** I give the balance of the trust estate as follows:

- (a) Distribution to MEREDITH WOOD. The trustee shall first distribute the sum of five hundred thousand dollars (\$500,000.00) to the trustee of any then existing trust that I created during my lifetime for the benefit of my granddaughter, MEREDITH WOOD, presently of San Diego, California. In the event that no such trust exists for the benefit of MEREDITH WOOD at the time of my death, her bequest created within this Article 3.4(a) shall continue to be held in trust pursuant to the terms of Article 4 below. However, if MEREDITH WOOD is not living at the date of distribution, this gift shall lapse and be included within the share created for DANIEL ROBERT CARMODY as set forth in Section 3.4(b) of this Article.
- (b) Distribution to DANIEL ROBERT CARMODY. The remaining balance of the trust estate shall be distributed outright to my son, DANIEL ROBERT CARMODY, presently of Chicago, Illinois, if living. If I am not survived by my son, DANIEL, but I am survived by any then living descendant of DANIEL, the then acting trustee shall retain the share created for DANIEL in trust and administer such share for the benefit of DANIEL's then living descendants, subject to the terms and conditions contained within Article 5 below.

**3.5 Survivorship.** Only persons living on the 30th day after the day of my death shall be deemed to have survived me for purposes of this Article.

#### **ARTICLE 4**

##### *Meredith Wood Trust*

In the event that there does not exist, at the time of my death, any trust for the benefit of MEREDITH WOOD (sometimes referred to herein as "MEREDITH"), created by me during my lifetime, then the pecuniary bequest allocated under Section 3.4(a) of this trust agreement shall be administered by the then acting trustee pursuant to the following terms:

**4.1 Specific Provision for Trustee of the Meredith Wood Trust.** The Northern Trust Company, an Illinois corporation, of Chicago, Illinois, or its successor in interest, shall serve as Trustee. If, prior to acceptance, The Northern Trust Company is unwilling or unable to act as

trustee of the Meredith Wood Trust, then such trustee shall be appointed by DANIEL R. CARMODY, if living, otherwise by ELLEN BENISH. If neither DANIEL R. CARMODY nor ELLEN BENISH is able to act, then such trustee shall be appointed in writing by MEREDITH WOOD, provided that such trustee is a qualified entity.

**4.2 Mandatory Payment of Income.** The trustee shall pay all the income to MEREDITH, at least quarterly, during her lifetime.

**4.3 Discretionary Payment of Principal.** The trustee may pay as much of the principal to MEREDITH as the trustee considers necessary for MEREDITH's health, maintenance in reasonable comfort, education or best interests.

**4.4 Lifetime Power of Appointment.** After MEREDITH has attained age thirty (30), the trustee shall distribute the principal to any one or more persons and organizations, including MEREDITH, as MEREDITH from time to time requests in a written instrument delivered to the trustee, subject to the following limitations:

- (a) such principal distributions shall not exceed, in the aggregate, one-third (1/3) in value of the trust before MEREDITH has attained the age of thirty-five (35);
- (b) such principal distributions shall not exceed, in the aggregate, two-thirds (2/3) in value of the trust before MEREDITH has attained the age of forty (40); and,
- (c) the remaining balance of the trust may be distributed at any time after MEREDITH has attained the age of forty (40).

For purposes of this paragraph, the value of the principal shall be determined as of the time MEREDITH first exercises the right to appoint, plus the value of any subsequent additions as of the time of addition.

**4.5 Testamentary Power of Appointment at Death.** On the death of MEREDITH, the trustee shall distribute the portion of the Meredith Wood Trust that MEREDITH had the right to withdraw, pursuant to the withdrawal rights indicated above, to any one or more persons, organizations, and MEREDITH's estate as MEREDITH appoints by will, specifically referring to this power of appointment.

**4.6 Distribution on Termination.** On the death of MEREDITH, the trustee shall distribute the portion of the Meredith Wood Trust not effectively appointed to my son, DANIEL, if living, or if not living, to the then living descendants of DANIEL, pursuant to the terms of Article 5 below. If neither DANIEL nor any of his descendants are living on the death of MEREDITH, then the trustee shall divide the remaining balance of the Meredith Wood Trust into two shares of equal value and distribute such shares to the following:

- (a) ST. MARY'S COLLEGE, of Notre Dame, Indiana, as an outright and unrestricted gift; and,

(b) CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO, of Chicago, Illinois, as an outright and unrestricted gift.

## ARTICLE 5

### *Distribution to Beneficiaries Under Prescribed Age*

Any property to be distributed (other than a discretionary payment and other than a distribution pursuant to a power of appointment) to a living descendant of DANIEL R. CARMODY is under age 35 at the time of distribution shall immediately vest in the beneficiary, but the trustee shall retain the property as a separate trust for the beneficiary on the following terms:

**5.1 Discretionary Payment of Income and Principal.** The trustee may pay to the beneficiary as much of the income and principal as the trustee from time to time considers necessary for the health, maintenance in reasonable comfort, or best interests of the beneficiary.

**5.2 Lifetime Power of Appointment.** After the beneficiary has attained age twenty-five (25), the trustee shall distribute the principal to any one or more persons and organizations, including the beneficiary, as the beneficiary from time to time requests in a written instrument delivered to the trustee, subject to the following limitations:

- (a) such principal distributions shall not exceed, in the aggregate, one-third (1/3) in value of the trust before the beneficiary has attained the age of thirty (30);
- (b) such principal distributions shall not exceed, in the aggregate, two-thirds (2/3) in value of the trust before the beneficiary has attained the age of thirty-five (35); and,
- (c) the remaining balance of the trust may be distributed at any time after the beneficiary has attained the age of thirty-five (35).

For purposes of this paragraph, the value of the principal shall be determined as of the time the beneficiary first exercises the right to appoint, plus the value of any subsequent additions as of the time of addition.

**5.3 Power of Appointment at Death.** On the death of the beneficiary, the trustee shall distribute the Beneficiary's Separate Trust to any one or more persons, organizations, and the beneficiary's estate as the beneficiary appoints by will, specifically referring to this power of appointment.

**5.4 Distribution on Termination.** On the death of the beneficiary, the trustee shall distribute a Beneficiary's Separate Trust not effectively appointed as follows:

- (a) Any Descendant Living. If the beneficiary has any descendant then living, to the beneficiary's then living descendants, *per stirpes*; or

(b) No Descendant Living. If the beneficiary has no descendant then living, the trustee shall distribute the share that would have been allocated for the beneficiary subject to the terms of Article 6 below.

**5.5 Nomination of Trustee.** The Northern Trust Company, an Illinois corporation, of Chicago, Illinois, or its successor in interest, shall serve as Trustee. If, prior to acceptance, The Northern Trust Company is unwilling or unable to act as trustee of any trust created under this Article 5, then the first of the following who is able and willing to act shall be trustee:

- (a) my cousin, ELLEN BENISH; and then,
- (b) any individual or qualified entity appointed in an instrument signed by a majority of the income beneficiaries.

## **ARTICLE 6**

### *Contingent Gift Provision*

In the event that I am not survived by my son, DAN, nor any of DAN's descendants, any of the trust not otherwise distributable shall be distributed as follows:

**6.1 Distribution to MARY LEE.** Five hundred thousand dollars (\$500,000.00) shall be distributed outright to my cousin, MARY LEE.

**6.2 Distribution to ST. JOHN OF THE CROSS.** Five hundred thousand dollars (\$500,000.00) shall be distributed to ST. JOHN OF THE CROSS, located in Western Springs, Illinois, as an unrestricted gift.

**6.3 Distribution to ELLEN BENISH.** Five hundred thousand dollars (\$500,000.00) shall be distributed outright to my cousin, ELLEN BENISH.

**6.4 Distribution to ST MARY'S COLLEGE.** Five hundred thousand dollars (\$500,000.00) shall be distributed to ST. MARY'S COLLEGE, located in Notre Dame, Indiana, as an unrestricted gift.

**6.5 Distribution of Balance to MEREDITH WOOD.** After providing for the above distributions, the remainder of my trust estate shall be distributed to my granddaughter, MEREDITH WOOD, to be held and distributed pursuant to the terms set forth in Article 3.4(a) and Article 4 of this Trust Agreement.

If MEREDITH WOOD is not living at the date of distribution, then the share that would have been distributed to Meredith Wood under this Article 6 shall instead be divided into two shares of equal value and distributed as follows:

(a) ST. MARY'S COLLEGE, of Notre Dame, Indiana, as an outright and unrestricted gift; and,

(b) CATHOLIC CHARITIES OF THE ARCHDIOCESE OF CHICAGO, of Chicago, Illinois, as an outright and unrestricted gift.

## ARTICLE 7

### *Trustee Succession*

**7.1 Successor Trustee.** When I cease to act as trustee due to my incapacity, my son, DANIEL, shall be successor trustee. If DANIEL is unable to act as successor trustee, then ELLEN BENISH shall serve as successor trustee. In the event that neither DANIEL nor ELLEN is able to serve as a successor trustee, then the successor trustee shall be any individual or qualified entity appointed in an instrument signed by a majority of the income beneficiaries.

**7.2 Resignation.** A trustee may resign at any time by signed notice to the trustee, if any, and to the income beneficiaries.

**7.3 Individual Trustee Succession.** Each acting individual trustee (unless limited in the instrument in which the trustee was designated) may by signed instrument filed with the trust records (a) designate one or more individuals or qualified corporations to act with or to succeed the trustee consecutively or concurrently, in any stated combination, and on any stated contingency, and (b) may amend or revoke the designation before the designated trustee begins to act.

**7.4 Corporate Entity Trustee Removal and Substitution.** Any qualified entity trustee may be removed at any time by an instrument signed by a majority of the income beneficiaries but only if, on or before the effective date of removal, a qualified entity has been appointed trustee in the same manner.

## ARTICLE 8

### *Trustee Actions*

**8.1 Control.** Except as otherwise provided, whenever more than one trustee is acting, the "trustee" means all trustees collectively, and a majority of the trustees qualified to participate in an action or decision of the trustees shall control. Any trustee who is not qualified to participate in or dissents from such action or decision shall not be liable therefor.

**8.2 Accountings.** Upon written request, the trustee shall send a written account of all trust receipts, disbursements, and transactions, and the property comprising the trust to each income beneficiary and, at the option of the trustee, to the future beneficiaries of the trust. A future beneficiary of a trust is a person to whom the assets of the trust would be distributed or distributable if the trust then terminated. Unless court proceedings on the account are

commenced within three months after the account is sent, the account shall bind and be deemed approved by all the following beneficiaries who have not filed written objections to the account with the trustee within three months after the account is sent, and the trustee shall be deemed released by all such beneficiaries from liability for all matters covered by the account as though such account was approved by a court of competent jurisdiction: (a) each beneficiary to whom the account was sent, and (b) if the account was sent to all income and future beneficiaries of the trust, then all beneficiaries of the trust who have any past, present, or future interest in the matters covered by the account.

**8.3 Trustee's Right to Account Settlement Before Distribution.** Before distribution of any trust principal, the trustee shall have the right to require settlement of any open accounts of the trust from which the distribution is being made, either by the written approval and release of all beneficiaries having an interest in the distribution or, if the releases cannot be obtained, by court settlement of the open accounts. All the trustee's reasonable fees and expenses (including attorneys' fees) attributable to approval of the trustee's accounts shall be paid by the trust involved.

**8.4 Acceptance of Predecessor's Accounts.** On the signed direction of the income beneficiaries, the trustee shall accept without examination the accounts rendered and property delivered by or for a predecessor trustee or my executor. Such acceptance shall fully discharge the predecessor trustee or my executor and shall bind all beneficiaries.

**8.5 Notice.** If a beneficiary is under legal disability, the trustee shall give any notice or accounting to the beneficiary's personal representative, if any, and if none, to a parent of the beneficiary, if any, and if none, to any person whom the trustee believes has demonstrated concern for the interest of the beneficiary. That person may sign any instrument for the beneficiary.

**8.6 Special Trustees.** If the trustee (the "principal trustee") is unable or unwilling to act as trustee as to any property, such person or qualified corporation as the principal trustee shall designate by signed instrument shall act as special trustee as to that property. Any special trustee may resign at any time by giving written notice to the principal trustee. The special trustee shall have the powers granted to the principal trustee under this instrument, to be exercised with the approval of the principal trustee. Net income and any proceeds of sale shall be paid to the principal trustee, to be administered under this instrument. The principal trustee may remove and replace the special trustee at any time.

**8.7 Delegation to Co-Trustee.** Any individual trustee may delegate any or all of that trustee's powers and duties to a co-trustee, except that no trustee shall be permitted to delegate any discretion with respect to the distribution of income or principal to a beneficiary. Any delegation may be for a definite or indefinite period and may be revoked by the delegating trustee. Any delegation or revocation shall be in writing, signed by the delegating trustee, and delivered to the co-trustee to whom the delegation is made. Any person or institution may rely on the written certification of a co-trustee that the co-trustee has the power to act without

concurrence of any other trustee, provided, however, that the co-trustee shall attach to the written certification a copy of the instrument by which the powers and duties have been delegated.

**8.8 Compensation.** The trustee shall be entitled to reimbursement for expenses and to reasonable compensation.

**8.9 Determinations by Trustee.** The trustee's reasonable determination of any question of fact shall bind all persons.

**8.10 Third-Party Dealings.** The trustee's certification that the trustee is acting according to this instrument shall protect anyone dealing with the trustee. No one need see to the application of money paid or property delivered to the trustee.

**8.11 Exoneration of Trustee.** Any individual trustee acting in good faith shall not be liable for any act or omission. No trustee shall be liable for any act or omission of another trustee.

**8.12 Bond.** No trustee need give bond, qualify before, or account to any court.

**8.13 Powers of Successor Trustee.** Unless expressly limited, each successor trustee shall have all the titles, powers, duties, discretions, and immunities of the original trustee.

## ARTICLE 9

### *Trustee Powers*

In addition to all powers granted by law, the trustee shall have the following powers, to be exercised in a fiduciary capacity:

**9.1 Retention.** To retain any property transferred to the trustee, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**9.2 Sale.** To sell at public or private sale, contract to sell, grant options to buy, convey, transfer, exchange, or partition any real or personal property of the trust for such price and on such terms and the trustee sees fit;

**9.3 Real and Tangible Personal Property.** To make leases and subleases and grant options to lease, although the terms thereof commence in the future or extend beyond the termination of any trust; to purchase, operate, maintain, improve, rehabilitate, alter, demolish, abandon, release, or dedicate any real or tangible personal property; and to develop or subdivide real property, grant easements, and take any other action with respect to real or tangible personal property that an individual owner thereof could take;

**9.4 Borrowing.** To borrow money from any lender, extend or renew any existing indebtedness, and mortgage or pledge any property in the trust;

**9.5 Investing.** To invest in bonds, common or preferred stocks, notes, options, common trust funds, mutual funds, shares of any investment company or trust, or other securities, life insurance, partnership interests, general or limited, joint ventures, real estate, or other property of any kind, regardless of diversification and regardless of whether the property would be considered a proper trust investment;

**9.6 Joint Investments; Distribution; Determination of Value.** To make joint investments for two or more trusts held by the same trustee; to distribute property in cash or in kind, or partly in each; to allocate or distribute undivided interests or different property or disproportionate interests to the beneficiaries, and to determine the value of any property so allocated or distributed; but no adjustment shall be made to compensate for a disproportionate allocation of unrealized gain for federal income tax purposes, and no action taken by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**9.7 Rights as to Securities.** To have all the rights, powers, and privileges of an owner of the securities held in trust, including, but not limited to, the powers to vote, give proxies, and pay assessments; to participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers, and liquidations and, incident to such participation, to exercise or sell stock subscription or conversion rights;

**9.8 Conservation of Assets.** To take any action that an individual owner of an asset could take to conserve or realize the value of the asset and with respect to any foreclosure, reorganization, or other change with respect to the asset;

**9.9 Delegation.** To employ agents, attorneys, and proxies of all types (including any firm in which a relative of mine or his or her spouse is a partner, associate, or employee or is otherwise affiliated) and to delegate to them any powers the trustee considers desirable;

**9.10 Payment of Expenses and Taxes.** To pay all expenses incurred in the administration of the trust, and to pay all taxes imposed on the trust;

**9.11 Determination of Principal and Income.** To determine in cases not covered by statute the allocation of receipts and disbursements between income and principal, except that (a) if the trust is beneficiary or owner of an individual account in any employee benefit plan or individual retirements plan, income earned after death in the account shall be income of the trust, and if the trustee is required to pay all trust income to a beneficiary, the trustee shall collect and pay the income of the account to the beneficiary at least quarterly (and to the extent that all income cannot be collected from the account, the deficiency shall be paid from the principal of the trust); and (b) reasonable reserves for depreciation, depletion, and obsolescence may be established out of income and credited to principal only to the extent that the trustee determines that readily marketable assets in the principal of the trust will be insufficient for any renovation,



major repair, improvement, or replacement of trust property that the trustee deems advisable; and  
 (c) any premium paid for interest bearing debt obligations shall be amortized out of income;

**9.12 Dealings with Fiduciaries.** To deal with, purchase assets from, or make loans to the fiduciary of any trust made by me or a trust or estate in which any beneficiary under this trust has an interest, though a trustee under this instrument is the fiduciary, and to retain any assets or loans so acquired, regardless of diversification and regardless of whether the property would be considered a proper trust investment; to deal with a corporate trustee under this instrument individually or a parent or affiliate company; to deal with the fiduciary of any other estate, trust, or custodial account even though the fiduciary is a trustee under this instrument;

**9.13 Compromising Claims.** To litigate, compromise, settle, or abandon any claim or demand in favor of or against the trust;

**9.14 Nominee Arrangements.** To hold any asset in the name of a nominee, in bearer form or otherwise, without disclosure of any fiduciary relationship;

**9.15 Elections Under Retirement Plans.** To elect, pursuant to the terms of any employee benefit plan, individual retirement plan, or insurance contract, the mode of distribution of the proceeds thereof, and no adjustment shall be made in the interests of the beneficiaries to compensate for the effect of the election;

**9.16 Liability Insurance.** To purchase liability and casualty insurance of any kind for the protection of the trust estate, including comprehensive liability insurance;

**9.17 Accepting Additional Property.** To accept additional property from any source and administer it as a part of the trust; if the addition is made by a will, the trustee may accept the statement of the personal representative of the estate of the transferor that the property delivered to the trustee constitutes all of the property to which the trustee is entitled without any duty to inquire into such representative's administration or accounting;

**9.18 Environmental Matters.** To inspect and monitor businesses and real property (whether held directly or through a partnership, corporation, trust, or other entity) for environmental conditions or possible violations of environmental laws; to remediate environmentally damaged property or to take steps to prevent environmental damage in the future, even if no action by public or private parties is currently pending or threatened; to abandon or refuse to accept property that may have environmental damage; to expend trust property to do the foregoing; and no action or failure to act by the trustee pursuant to this paragraph shall be subject to question by any beneficiary;

**9.19 Ability To Take Other Actions.** To do all other acts to accomplish the proper management, investment, and distribution of the trust.

**ARTICLE 10**  
*Administrative Provisions*

**10.1 Administration After My Death.** After my death, the trustee may hold the Lifetime Trust as a separate trust until all payments, allocations, and distributions from the Lifetime Trust directed by this instrument have been completed. If the Lifetime Trust is held as a separate trust under the preceding sentence, the trustee may from time to time distribute income or principal in satisfaction of the succeeding trusts, distributive shares, or gifts and shall (a) distribute the Lifetime Trust in complete satisfaction of such trusts, shares, or gifts as soon as practicable after my death, and (b) distribute at least annually income attributable to any gift with respect to which a federal estate marital deduction is allowable in my estate.

**10.2 Income Payments.** Mandatory income payments shall be made at least quarterly.

**10.3 Standard for Discretionary Payments.** In the exercise of discretion to make a payment to a beneficiary, the trustee may consider all income and resources known to the trustee to be available to the beneficiary and the standard of living of the beneficiary.

**10.4 Exercise of Power of Appointment.** A lifetime power of appointment granted under this instrument may be exercised only by written instrument specifically referring to the power. A testamentary power of appointment granted under this instrument may be exercised only by a will specifically referring to the power. The appointment may be either outright or subject to such trusts and conditions as the holder of the power designates. The holder of the power may grant further powers of appointment to any person to whom principal may be appointed. In determining whether a testamentary power of appointment has been exercised, the trustee may rely on an instrument admitted to probate in any jurisdiction as the will of the holder of the power or may assume the power of appointment was not exercised in the absence of actual notice of the holder's will within three months after the holder's death.

**10.5 No Advancements.** No payment made to any beneficiary under this instruments shall be treated as an advancement.

**10.6 Allocation of Assets and Income.** For purposes of funding any pecuniary gifts, the trustee may allocate or distribute assets in any manner, but the trustee shall value each asset at its fair market value on the date on which the asset is allocated or distributed.

**10.7 Small Trust Termination.** The trustee may terminate any trust with a value at the time of termination less than the Minimum Trust Value. This power may not be exercised by a trustee who is a beneficiary of the trust. The Minimum Trust Value shall be the sum of (a) \$100,000 and (b) the percentage increase, if any, in the cost of living from January 1 of the year in which I executed this instrument until January 1 of the year of termination multiplied by \$100,000. For this purpose, the increase in the cost of living shall be determined pursuant to the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the

index ceases to be published, there shall be substituted any other index the trustee determines to reflect similar information.

**10.8 Qualified Perpetual Trust.** Each trust established under this instrument shall be a Qualified Perpetual Trust under Illinois law and shall not be subject to the Rule Against Perpetuities. The power of the trustee to sell, lease, or mortgage assets shall be construed as enabling the trustee to sell, lease, or mortgage trust property for any period beyond the Rule Against Perpetuities. If assets that would not qualify as part of a Qualified Perpetual Trust would otherwise be added to any trust established hereunder, the trustee shall segregate those assets and administer them as a separate trust identical to the one to which the assets would have been added, except that, despite any other provision, 21 years after the death of the last to die of all the beneficiaries living at the time of both of our deaths, each separate trust then held shall be distributed to the primary beneficiary if then living, otherwise to the primary beneficiary's then living descendants *per stirpes*, and each such separate trust then held under this instrument or then held pursuant to the exercise of a power of appointment granted under this instrument shall be distributed to the income beneficiaries in equal shares.

**10.9 Facility of Payment.** The trustee may make any payments (other than distributions on termination) to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the following ways: (a) to the legally appointed guardian of the beneficiary, (b) to an adult relative or friend of the beneficiary in reimbursement for proper expenditures on behalf of the beneficiary, (c) to a custodian for the beneficiary under a Uniform Transfers or Gifts to Minors Act, (d) by making direct expenditures for the benefit of the beneficiary, or (e) to the beneficiary directly. The trustee may make distributions of tangible personal property to a beneficiary under legal disability or whom the trustee determines to be unable to properly manage his or her affairs in any of the ways listed in (a), (c), or (e) above.

**10.10 Spendthrift.** No interest under this instrument shall be assignable by any beneficiary, or be subject to the claims of his or her creditors, including claims for alimony or separate maintenance. The preceding sentence shall not be construed as restricting in any way the exercise of any right of withdrawal or power of appointment or the ability of any beneficiary to release his or her interest.

**10.11 Consolidation and Division of Trusts.** The trustee may at any time consolidate any trust held under this instrument with any other trust if the beneficiaries of the trusts are the same and the terms of the trusts are substantially similar. Further, the trustee, in the trustee's absolute discretion, may divide a trust (the "initial trust") into two or more separate trusts and may segregate an addition to a trust (the "initial trust") as a separate trust.

- (a) Funding. In dividing the initial trust, if the division is to be effective as of my death or as of the death of any other person, the trustee shall fund each separate trust with property having an aggregate fair market value fairly representative of the appreciation or depreciation in value from the date of such death to the date of division of all property subject to the division.

- (b) **Terms.** A trust created pursuant to this paragraph shall have the same terms and conditions as the initial trust, and any reference to the initial trust in this instrument shall refer to that trust. The rights of beneficiaries shall be determined as if that trust and the initial trust were aggregated, but (1) different tax elections may be made as to the trusts, (2) disproportionate discretionary distributions may be made from the trusts, (3) taxes may be paid disproportionately from the trusts, (4) upon termination the share of a remainder beneficiary (including any recipient trust) may be satisfied with disproportionate distributions from the trusts, and (5) a beneficiary of the trusts may disclaim an interest in one of the trusts without having to disclaim the interest in another trust. In administering, investing, and distributing the assets of the trusts and in making tax elections, the trustee may consider differences in federal tax attributes and all other factors the trustee believes pertinent.

**10.12 Accrued and Unpaid Income.** Except as otherwise specifically provided, upon the death of any beneficiary, any accrued or unpaid income shall be paid as income to the next beneficiary succeeding in interest.

**10.13 Controlling Law.** The validity and effect of each trust and the construction of this instrument and of each trust shall be determined in accordance with the laws of Illinois. The original situs and original place of administration of each trust shall also be Illinois, but the situs and place of administration of any trust may be transferred at any time to any place the trustee determines to be for the best interests of the trust.

**10.14 Life Insurance.** I retain during my life all rights under insurance policies payable to the trustee, including the right to change the beneficiaries and to assign any policies to any lender, including any trustee, as security for any loan. During my life the trustee shall have no responsibility with respect to the policies for the payment of premiums or otherwise. After my death, the trustee shall take whatever action the trustee considers best to collect the proceeds of any policies then payable to the trustee, but the trustee need not incur expense or take legal proceedings unless indemnified. Payment to and the receipt of the trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment.

**10.15 Exclusion of Interested Trustee.** Notwithstanding any other provision, an individual trustee other than me (a) shall have no incident of ownership or power or discretion with respect to any policy of insurance upon the trustee's life; (b) shall have no discretionary power to allocate or distribute assets to the extent that such allocation or distribution would discharge the trustee's legal obligation to support any beneficiary; (c) shall, if the trustee has a beneficial interest in a trust, have no discretionary power to allocate or distribute assets of the trust, directly or indirectly, to or for any beneficiary (including the trustee), unless necessary for the beneficiary's support in reasonable comfort, health care, or education at any level (to the extent the trustee was otherwise granted such discretionary powers); and (d) shall have no other power or discretion that would be deemed a general power of appointment under Code Section 2041 unless the trustee has such a power in other than a fiduciary capacity.

**10.16 Distributions to Minors.** If the beneficiary is under age twenty-one (21) at the time any trust is created or during the administration of any trust, and the trustee is making a distribution to such beneficiary, then the trustee shall distribute the trust property to a custodian for the beneficiary in accordance with the Uniform Transfers or Gifts to Minors Act.

## **ARTICLE 11**

### *Payment of Death Taxes, Expenses, and Debts*

**11.1 Payments.** After my death, the trustee shall make the following payments:

- (a) Death Taxes. All of my death taxes.
- (b) Expenses. All of my last illness, funeral, burial, costs of safeguarding and delivering tangible personal property, and estate administration expenses.
- (c) Debts. All of my debts, other than debts secured by life insurance, by an interest in a land trust or cooperative, or by real property.

**11.2 Source of Payments Generally.** The trustee shall make all payments required under this Article from the principal of the Lifetime Trust remaining after distribution of any gifts of tangible personal property or gifts of specific sums of money, in trust or otherwise. If the cash and readily marketable assets in the Lifetime Trust are insufficient to make the foregoing payments in full, the trustee shall notify the executor of my estate of the amount of insufficiency and request payment. Notwithstanding the preceding two sentences, the trustee shall pay from the disclaimed assets all generation-skipping transfer taxes on direct skip transfers of which I am the transferor occurring at my death as a result of a disclaimer.

**11.3 Apportionment and Reimbursement for Death Taxes and Expenses.** I do not waive any rights the trustee has under Code Sections 2206, 2207, 2207A, and 2207B or any similar statutes of any state (or any comparable provisions in effect at my death), and I authorize the trustee to take such actions as are necessary to obtain reimbursement under such Code Sections and statutes, including withholding distributions. I waive all other rights to reimbursement and apportionment.

**11.4 Tax Elections.** The trustee may make elections under tax laws and employee benefit plans. No adjustment shall be made between principal and income or in the relative interests of the beneficiaries to compensate for any such election or allocation.

## ARTICLE 12

### Definitions

**12.1 Balance of the Trust Estate.** The “balance of the trust estate” means the principal of the Lifetime Trust (including assets received from my probate estate or any other source) reduced by any payments of expenses, debts, and death taxes required to be paid from the Lifetime Trust and any gifts of specific assets and any pecuniary gifts.

### 12.2 Child and Descendant.

- (a) Child. A “child” of a person means only: (1) a child born to the person or to the person’s spouse while they are lawfully married; (2) a natural child of the person born while the parents are not lawfully married if the parents subsequently become lawfully married, but only for purposes of any allocation or distribution made after that marriage; or (3) a child lawfully adopted by the person prior to that child’s attaining age 21.
- (b) Descendant. A child of a person is a “descendant” of that person and of all ancestors of that person. A person’s descendants include all such descendants whenever born. Except when distribution or allocation is directed to descendants *per stirpes*, the word “descendants” includes descendants of every degree whether or not a parent or more remote ancestor of a descendant is also living.
- (c) Child in Gestation. A child in gestation on the date any allocation or distribution is to be made shall be deemed to be living on that date if the child is subsequently born alive and lives for at least 90 days.

**12.3 Code.** References to Sections of the “Code” refer to the Internal Revenue Code of 1986, as amended from time to time, and include corresponding provisions of subsequent federal tax laws.

**12.4 Death Taxes.** “Death taxes” includes all estate, transfer, inheritance, and other succession taxes (including penalties and interest) imposed by reason of death, including any estate tax under Code Section 4980A(d). Death taxes shall not include generation-skipping transfer taxes imposed on any generation-skipping transfers other than direct skip transfers made at the decedent’s death of which the decedent is the transferor.

**12.5 Education.** “Education” means a pre-school, grade school, middle school, high school, college, university, and professional or postgraduate education, any vocational studies or training, reasonable related living expenses, and reasonable travel expenses to and from the educational institution.

**12.6 Incapacity.** A person (other than me) shall be considered incapacitated if under a legal disability or unable to give prompt and intelligent consideration to financial affairs. The

existence of the inability may be determined by a physician, and any person may rely on written notice of the determination. A person already acting as trustee shall cease to act on incapacity.

**12.7 Income Beneficiary.** An "income beneficiary" means a person to whom or for whose benefit income of any trust is or may be currently distributed.

**12.8 Lifetime Trust.** The "Lifetime Trust" shall mean the trust held for the benefit of Mary M. Sullivan while she is living.

**12.9 Per Stirpes.** Whenever assets are to be allocated for or distributed to the descendants of a person *per stirpes*, those assets shall be divided into equal shares, one such share for each then living child of that person and one such share for the then living descendants collectively of each deceased child of that person who has a descendant then living. Any such deceased child's share shall then be allocated for or distributed to that child's descendants *per stirpes* in accordance with the preceding sentence and this sentence.

**12.10 Qualified Entity.** A "qualified entity" means any bank, trust company, or other corporate entity that is authorized to act as a trustee and that is not a related or subordinate party under Code Section 672(c) as to any beneficiary under this instrument.

**12.11 Spouse.** The "spouse" of any person means the individual legally married to, and not legally separated from, or involved in a divorce proceeding with, that person on the date of the distribution then in question or on the date of the prior death of that person.

### ARTICLE 13

#### *Captions and Context of Terms*

Captions shall have no impact or meaning as to the terms of this instrument. Singular and plural and masculine, feminine, and neuter shall be interchangeable as required or permitted in the context of this instrument.

### ARTICLE 14

#### *Incontestability*

If any beneficiary under this trust instrument in any manner, directly or indirectly, contests or attacks the validity of this trust instrument, as amended and restated, or any disposition under my will, by filing suit against my estate, the trustees under said trust, the beneficiaries of either of such instruments with respect to their respective shares, or otherwise, then any share or interest given to that contesting beneficiary under the provisions of this trust instrument, is hereby revoked and shall be disposed of in the same manner as if that contesting beneficiary and all descendants of that beneficiary had predeceased me. However, any beneficiary under this trust instrument, as amended and restated, may make inquiries to the then acting Trustee regarding the dispositive provisions under this trust instrument without incurring the risk of losing his or her

share or interest under said documents. Additionally, a beneficiary may also be informed by the then acting Trustee of the presence of this Article regarding incontestability at the time of being informed of the dispositive provisions of this trust instrument.

#### **ARTICLE 15**

##### *Acknowledgment of Treatment*

I am estranged from my daughter, MARY HONORE WOOD. As a result, I hereby acknowledge that it is my specific intent that the only benefit that MARY HONORE WOOD shall receive from the trust estate is the amount stated specifically within Article 3.1 above. Additionally, I am estranged from my grandson, ROBERT ("BOBBY") WOOD. As a result, I hereby acknowledge that I have made no provision for Bobby, or for any other descendant of Mary Wood other than Meredith Wood, under this instrument.

*[This space is intentionally left blank]*



IN WITNESS WHEREOF, I have executed this instrument on this 11<sup>th</sup> day of November, 2004.

Mary M. Sullivan  
 Mary M. Sullivan, individually  
 and as trustee

**THE WITNESSES:**

The grantor, MARY M. SULLIVAN, signed this Second Restatement of the MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987 in our presence on the date it bears. Immediately thereafter, at the grantor's request and in the grantor's presence and in the presence of each other, we signed our names as witnesses. We certify that we believed the grantor to be of sound mind and memory at the time of signing.

Katie L. Buenger  
 Signature

191 North Wacker Drive, 23<sup>rd</sup> Floor  
 Street Address

Katie L. Buenger  
 Printed Name

Chicago, Illinois 60606-1633  
 City, State and Zip Code

Tracy A. Alfano  
 Signature

191 North Wacker Drive, 23<sup>rd</sup> Floor  
 Street Address

Tracy A. Alfano  
 Printed Name

Chicago, Illinois 60606-1633  
 City, State and Zip Code

Tamikia D. Burrell  
 Signature

191 North Wacker Drive, 23<sup>rd</sup> Floor  
 Street Address

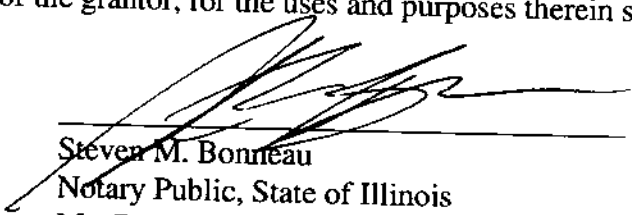
Tamikia D. Burrell  
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Chicago, Illinois 60606-1633  
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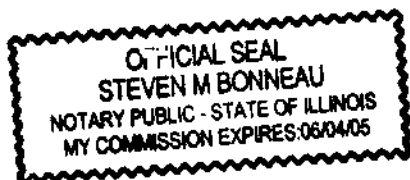
STATE OF ILLINOIS       )  
                                       ) S.S.  
 COUNTY OF COOK        )

I, the undersigned, a notary public in and for the above county and state, certify that MARY M. SULLIVAN known to me to be the same person whose name is subscribed to the foregoing Second Restatement of the MARY M. SULLIVAN TRUST AGREEMENT DATED JULY 15, 1987, appeared before me in person and acknowledged signing and delivering the instrument as the free and voluntary act of the grantor, for the uses and purposes therein set forth.

Dated: November 11, 2004.

  
 Steven M. Bonneau  
 Notary Public, State of Illinois  
 My Commission expires June 4, 2005.

(SEAL)



*This document was prepared by:*



**HANDLER, THAYER & DUGGAN, LLC**  
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